

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
P2 SCIENCE, INC.		11/18/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HG VENTURES LLC		
<b>Street Address:</b>	6320 Intech Way		
<b>Internal Address:</b>	c/o The Heritage Group		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46278		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6768344	CITROPOL	
<b>Registration Number:</b>	5882021	CITROPOL	
<b>Registration Number:</b>	6246360	BIONONANAL	
<b>Registration Number:</b>	6634297	TONKALUX	
<b>Registration Number:</b>	6853581	CITROLATUM	
<b>Registration Number:</b>	6853582	CITROVISC	
<b>Serial Number:</b>	90154677	FIELD & FOREST	
<b>Serial Number:</b>	97167201	GLIDEPOL	
<b>Serial Number:</b>	97210587	CITROSERUM	
<b>Serial Number:</b>	97328772	CITROCOMPLEX	
<b>Serial Number:</b>	97328921	CITROPOL	
<b>Serial Number:</b>	97540850	SQUALATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3177133412		
<b>Email:</b>	twagner@taftlaw.com		

OP \$315.00 6768344

**Correspondent Name:** Tiffini Wagner  
**Address Line 1:** One Indiana Square  
**Address Line 2:** Suite 3500  
**Address Line 4:** Indianapolis, INDIANA 46204

**NAME OF SUBMITTER:** Tiffini Wagner

**SIGNATURE:** / Tiffini Wagner /

**DATE SIGNED:** 12/02/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated November 18, 2022, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of HG VENTURES LLC, as collateral agent ("HGV" and the "Collateral Agent") for the Holders of Secured Obligations. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement, the Notes and the Security Agreement referred to therein.

WHEREAS, P2 SCIENCE, INC., a Delaware corporation (the "Borrower"), HGV, and each other Purchaser have entered into a Note Purchase Agreement, dated as of November 18, 2022 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Borrower has authorized the issuance and sale to the Purchasers of the Borrower's Secured Convertible Promissory Notes in the original aggregate principal amount of up to \$1,200,000 (herein referred to individually as a "Note" and collectively as the "Notes").

WHEREAS, in connection with the Purchase Agreement, the Grantors have entered into a Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Purchasers to purchase the Notes.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Holders of Secured Obligations, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Holders of Secured Obligations a security interest in all of such Grantor's right, title and interest in and to the following (the "Lien Collateral"): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (provided that notwithstanding anything herein to the contrary, the Lien Collateral shall not include, and in no event shall the security interest attach to, intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act).

This Agreement is not to be construed as an assignment of any Trademark or Trademark application.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

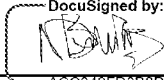
SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. Termination. At such time as the Security Agreement is terminated pursuant to its terms, this Trademark Security Agreement shall automatically terminate and the Collateral Agent shall, upon the written request of the Grantors, execute and deliver to the Grantors all deeds, releases, assignments and other instruments as may be necessary or proper to release, reassign and reconvey to and re-vest in the Grantors the entire right, title and interest to the Lien Collateral previously granted, assigned, transferred and conveyed to the Collateral Agent for the benefit of the Holders of Secured Obligations by the Grantors pursuant to this Trademark Security Agreement, as fully as if this Trademark Security Agreement had not been made.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

P2 SCIENCE, INC.,  
as Grantor

By:   
Name: Neil Burns  
Title: CEO

Signature Page to  
Trademark Security Agreement

HG VENTURES LLC,  
as Collateral Agent

By:  DocuSigned by:  
Name: Kip Frey  
Title: Managing Director

Signature Page to  
Trademark Security Agreement

SCHEDULE A

**U.S. TRADEMARK REGISTRATIONS**

(See attached)

Hoxie Reference Number	Status	Filed Date	Application No.	Mark	Mark Type	Registration Date	Reg. No.	Expiration of Allowance	Expiration of Registration
TM-01-P2S-US	Abandoned	December 29, 2017	87/738,304	The Green Chemical Company	Service Mark				
TM-02-P2S-US	Abandoned	December 29, 2017	87/738,280	The Green Chemistry Company	Service Mark				
TM-03-P2S-US	Registered	March 13, 2018	87/832,090	CITROPOL*	Word - Block Letters	6/21/2022	6,768,344		June 21, 2032
TM-03-P2S-USD	Registered	June 19, 2019	87/981,275	CITROPOL*	Word - Block Letters	10/15/2019	5,882,021		Oct 15, 2029
TM-05-P2S-US	Registered	May 30, 2019	88/452,510	Bionanai	Word - Block Letters	1/12/2021	6,246,360		Jan 12, 2031
TM-06-P2S-US	Abandoned	June 13, 2019	88/471,700	Naugapol	Word - Block Letters				
TM-07-P2S-US	Abandoned	June 13, 2019	88/471,810	PIOZ	Word - Block Letters				
TM-08-P2S-US	Abandoned	June 13, 2019	88/471,867	PIOX	Word - Block Letters				
TM-09-P2S-US	Abandoned	June 13, 2019	88/471,895	PICE	Word - Block Letters				
TM-10-P2S-US	Abandoned	June 13, 2019	88/471,925	PIRE	Word - Block Letters				
TM-11-P2S-US	Abandoned	March 6, 2020	88/824,904	BioMenthalex	Word - Block Letters				
TM-12-P2S-US	Abandoned	March 18, 2020	88/839,288	Biotonkalux	Word - Block Letters				
TM-13-P2S-US	Registered	March 18, 2020	88/839,382	Tonkalux	Word - Block Letters	2/1/2022	6,634,297		Feb 1, 2032
TM-14-P2S-US	Abandoned	September 2, 2020	90/154,677	FIELD & FOREST	Word - Block Letters				October 12, 2024
TM-15-P2S-US	Registered	March 11, 2021	90/574,265	CITROLATUM	Word - Block Letters	9/20/2022	6,853,581		Sep 20, 2032
TM-16-P2S-US	Registered	March 11, 2021	90/574,281	CITROVISC	Word - Block Letters	9/20/2022	6,853,582		Sep 20, 2032
TM-17-P2S-US	Pending	December 10, 2021	97/167,201	GLIDEPOL	Word - Block Letters				
TM-18-P2S-US	Pending	January 10, 2022	97/210,587	CITROSERUM	Word - Block Letters	to be abandoned			
TM-19-P2S-US	Pending	March 24, 2022	97/328,772	CITROCOMPLEX	Word - Block Letters				
TM-20-P2S-US	Pending	March 24, 2022	97/328,921	CITROPOL*	Word - Block Letters				
TM-21-P2S-US	Pending	August 9, 2022	97/540,850	SQUALATE	Word - Block Letters				

\*Citropol mark is registered for Class 1 (chemicals), allowed for Class 3 (oils for cosmetics), and pending for Class 1 and 3 (chemicals and oils for cosmetic, hair styling, skin care)

NOTE: Allowed Applications require the submission of evidence showing use of the mark in interstate commerce before they can become registered. A specimen demonstrating such use is required, and for a product, it is normally a photograph of packaging demonstrating that the mark is associated with a product. For a service, it is generally an advertisement demonstrating that the mark is associated with a service being offered. Once a mark is allowed, the applicant has an initial 6-month deadline to file a specimen demonstrating use, and the deadline is extendable for a total period of 3 years from the date of allowance in 6-month increments, with the payment of extension fees. Failure to file a specimen within the 3-year period results in abandonment of the mark application.

NOTE: A registered trademark can remain valid for as long as the mark remains in use, but the registration must be renewed every ten years. During the sixth year of registration, a declaration of continued use must be filed, and a declaration may also be filed to render the mark incontestable.

TRADEMARK